

Jordan and Richard Jordan; that is, No. 1, of \$1,000, paid by *Booth to Key* on the 15th of March 1813; No. 2, of \$115, paid by *Booth to Key* on the 15th of August, 1814; No. 5, of \$11, paid by *Booth to Key* on the 14th of January, 1817, &c. There appears due from *Jeremiah Booth*, deceased, a balance of \$2,018 93, with interest thereon from the 19th of February, 1825. And that he had stated this account at the instance of the solicitor of *Llewellyn* and wife from the exhibits filed with their answer, subject to any exceptions that the petitioners might file to any of the credits.

After which an agreement was filed in the following words, to wit: 'It is agreed in this case, that the account and report filed by the auditor, on the 19th of June, 1826, be ratified and confirmed as reported; and that the land mentioned in the proceedings be sold under the decree of this court for the payment of the balance due by the estate of *Jeremiah Booth* to the estate of *Richard Jordan*, to wit, the sum of \$2,018 93, with interest from the 19th day of February, 1825, and costs; upon the following terms, to wit, one-fourth cash, the residue in three equal annual instalments, with interest from the day of sale; Provided, nevertheless, that no sale shall be made of the said premises before the first day of September, eighteen hundred and twenty-seven. It is further agreed, that there shall be no appeal on either side. And it is further agreed, that if a sale should be made under this agreement, if it should be made appear to the satisfaction of the Chancellor, that there are other moneys due to the heirs of *Richard Jordan* from the estate of the said *Jeremiah Booth*, that then, and in that case, the proceeds of the said sale shall be applied to the payment thereof, as well as to the before mentioned sum of \$2,018 93, with interest and costs; provided there are no other claims against the estate of the said *Jeremiah Booth* entitled to a preference, or participation in the fund.'

21st March, 1827.—BLAND, Chancellor.—Ordered, that in pursuance of the foregoing agreement, the account heretofore made and reported by the auditor be ratified and confirmed; and that unless the respondents pay to the petitioners the sum of \$2,018 93, with interest thereon from the 19th day of February, 1825, and costs; that *William D. Merrick*, the trustee heretofore appointed for that purpose, proceed to make sale of the said premises pursuant to the said agreement.

On the 13th of August, 1827, the auditor reported a statement which he says was prepared at the instance of the solicitor for the